



**Request for City Council Committee Action
Health Department**

Date: June 8, 2015

To: HEALTH, ENVIRONMENT & COMMUNITY ENGAGEMENT
COMMITTEE

Subject: APPROVAL OF SUBSTITUTE STANDARD AGREEMENT CONTRACT
LANGUAGE CONCERNING INTELLECTUAL PROPERTY RIGHTS
(SONG)

Recommendation:

Council approval of substitute language for the intellectual property provision found in the City's standard professional services agreement form for a contract with 1 Way Entertainment LLC for purchase of rights to a song produced for the city of Minneapolis for Youth Violence Prevention Week.

Previous Directives: None

Prepared or Submitted by: Becky McIntosh, Director of Planning & Administration
Phone: x2884

Approved by:

Gretchen Musicant, Commissioner of Health

Permanent Review Committee (PRC): Approval ____ Not Applicable X
Policy Review Group (PRG) Approval ____ Date of Approval ____ Not Applicable X

Presenters in Committee: Sasha Cotton, Contract Manager

Financial Impact (Check those that apply)

X No financial impact (If checked, go directly to Background/Supporting Information).

Background/Supporting Information Attached:

As part of Youth Violence Prevention Week, the City contracted with 1 Way Entertainment LLC for the creation and performance of a song directed at youth. This song was written, produced and performed by K-Jay, XROSS and other 1 Way artists. The city agreed to pay \$1,500 for the intellectual property rights to the song. The City Attorney's Office drafted contract language to clarify the City's rights to and to acknowledge the rights of 1 Way Entertainment. Because the language represents a substantive change from the preapproved language in the City's Standard Agreement contracts for professional services, the Health Department is asking the City Council to approve this agreement with the new language.

The substitute language is as follows:

The City shall own a paid-up, nonexclusive, worldwide copyright license to reproduce [the song described in Par. (II)] (the "Work") for use in connection with any of the City's programs, services, or initiatives, and to manufacture, sell, offer for sale, advertise, promote and distribute products bearing or relating to the Work. The City's rights to the Work shall be transferable at the discretion of the City. The Consultant shall retain nonexclusive publishing rights to the Work. Artists K-Jay and XROSS shall retain the right to release the Work as a single, as part of an artist recorded works album.

The City shall have the right to enforce its rights against third parties through settlement or by instituting a legal action for copyright infringement in its own name. If the City institutes any such legal action, the Consultant agrees to assist and fully cooperate as necessary. All proceeds of any such a settlement or legal action shall belong to the City, who shall also bear any costs and attorneys fees associated therewith.

The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the term of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.